

DEED OF TRUST

THIS DEED OF TRUST, made this 24th day of June, in the year nineteen hundred and Seventy-One, by and between Temple Courts Charitable Foundation

a corporation of the District of Columbia, of Columbia, party of the first part, and The National Savings & Trust Co. of Washington, Trustee, party of the second part, hereinafter (whether one or more) with its and their successors in this trust or any substitute trustee or trustees, sometimes referred to as the "Trustee."

THIS CONVEYANCE is made in trust to secure payment of a just indebtedness of the party of the first part to THE RIGGS NATIONAL BANK OF WASHINGTON, D. C. a national banking association organized and existing under the laws of the U. S., having its principal place of business

at 1503 Pennsylvania Ave., N. W., Washington, D. C. in the principal sum of Three Million Nine Hundred Sixty Thousand Eight Hundred and NO/100----- Dollars (\$ 3,960,800.00), evidenced by its note of even date herewith, bearing interest from date on outstanding balances at Seven and one-half per centum (7.5 %) per annum, said principal and interest being payable in monthly installments as provided in said note with a final maturity of March 1, 2013, which note is identified as being secured hereby by a certificate thereon. Said note and all of its terms are incorporated herein by reference and this conveyance shall secure any and all extensions thereof, however evidenced; and

WHEREAS, the party of the first part desires to secure the full and punctual payment of said debt and interest thereon, and any renewals or extensions of said note; and also to secure the reimbursement to the holder of said note and to the Trustee or any substitute trustee and any purchaser or purchasers under any sale or sales as provided by this Deed of Trust, for any and all costs and expenses incurred with respect thereto, including reasonable counsel fees, incurred or paid on account of any litigation at law or in equity which may arise with respect to this Deed of Trust, or to the indebtedness on the property hereinafter mentioned, or in obtaining possession of the premises after any sale which may be made as hereinafter provided;

Now, THEREFORE, THIS DEED OF TRUST WITNESSETH, that the party of the first part, in consideration of the premises, and of one dollar in lawful money, does hereby grant and convey unto the party of the second part in fee simple, the following-described premises situate in the District of Columbia, namely:

Lot 246, Square 621, of the Subdivision Recorded in the office of the surveyor of the District of Columbia in Book 157, Page 1, on December 9, 1970.

* The rate of interest shall be reduced to three per centum (3%) per annum upon final encorsement.

There shall be no mortgage insurance premium or service charge required to be paid and all references herein to mortgage insurance premium or service charge shall be inapplicable and are deemed deleted.

TOGETHER with all the appurtenances thereto; and

TOGETHER with the rents, issues, and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantels, gas and electric light fixtures, elevators, screens, screen doors, awnings, blinds, and all other fixtures of whatever kind and nature at present contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to the present or future use or improvement of the said real estate, whether such apparatus, machinery, fixtures, or chattels have or would become part of the said real estate by such attachment thereto, or not; also all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the

lands herein described, which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods, chattels, and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be, attached to said building or buildings in any manner; it being hereby mutually agreed that all the aforesaid property shall, so far as permitted by law, be deemed to be affixed to the realty; and

TOGETHER with all building materials and equipment now or hereafter delivered to said premises and intended to be installed therein.

TO HAVE AND TO HOLD, the said described premises, unto and to the use of the said Trustee, its successors, and assigns in fee simple. And the said party of the first part for itself, its successors and assigns, covenants with the said Trustee, its successors and assigns, that party of the first part is seized of said premises in fee, and has the right to convey the same in fee simple; that the same are free and clear of all encumbrances, and does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the said premises unto the Trustee, its successors and assigns, from and against the claims of all persons whomsoever;

IN AND UPON THE USES AND TRUSTS, HEREINAFTER DECLARED, that is to say:

FIRST.—To permit said party of the first part, its successors and assigns, to possess and enjoy said described premises, and to receive the issues and profits thereof until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants herein provided;

And upon the full payment of said note or of any extensions or renewals thereof, and the interest thereon, and all moneys advanced or expended, as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, to release and reconvey in fee unto and at the cost of the said party of the first part, its successors and assigns, the said described land and premises.

SECOND.—Upon any default being made in the payment of the note or of any monthly installment of principal and interest as therein provided, or in the payment of any of the monthly sums for ground rents, taxes, special assessments, mortgage insurance, fire and other property insurance, all as hereinafter provided, or upon any default in payment on demand of any money advanced by the holder of said note on account of any proper cost, charge, commission, or expense in and about the same, or other advance hereunder, or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at the rate specified in the note from date of such advance (it being hereby agreed that on default in the payment of any tax or assessment or insurance premium or any payment on account thereof or in the payment of any of said cost or expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced, with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided or in the building loan agreement hereinafter mentioned; then upon any and every such default being so made as aforesaid, the said Trustee, or the Trustee acting in the execution of this trust, shall have power and it shall be his duty there- after to sell, and in case of any default of any purchaser to resell, at public auction, for cash, in one parcel at such time and place, and after such previous public advertisement as the Trustee, or the Trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and shall apply the proceeds of said sale or sales: FIRSTLY, to pay all proper costs, charges, and expenses, including all attorneys' and other fees, and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or taxes or assessments, or insurance with interest thereon as aforesaid, and all ground rents, taxes, general and special, and assessments, due upon said land, and premises at time of sale; SECONDLY, to retain as compensation a commission of one per centum (1%) on the gross amount of the said sale or sales; THIRDLY, to pay whatever may then remain unpaid of the principal of the said note whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable, at the election of the holder thereof; and LASTLY, to pay the remainder of said proceeds, if any, to said party of the first part, or assigns, upon the delivery of and surrender to the purchaser, his, her, or their heirs or assigns, of possession of the premises as aforesaid sold and conveyed, less the expense, if any, of obtaining possession.

And it is further agreed that if the said property shall be advertised for sale as herein provided and not sold, the Trustee or Trustees acting shall be entitled to a reasonable commission, not exceeding one-half ($\frac{1}{2}$) the commission above provided, to be computed on the amount of principal then unpaid.

And the said party of the first part, for itself, its successors and assigns, in order more fully to protect the indebtedness secured by this Deed of Trust, does hereby covenant and agree as follows:

1. That it will pay the note at the times and in the manner provided therein;
 2. That it will not permit or suffer the use of any of the property for any purpose other than the use for which the same was intended at the time this Deed of Trust was executed;
 3. That the Regulatory Agreement, if any, executed by the party of the first part and the Federal Housing Commissioner, which is being recorded simultaneously herewith, is incorporated in and made a part of this Deed of Trust. Upon default under the Regulatory Agreement and upon the request of the Federal Housing Commissioner, the holder of the note, at its option, may declare the whole of the indebtedness secured hereby to be due and payable;
 4. That all rents, profits and income from the property covered by this Deed of Trust are hereby assigned to the holder of the note for the purpose of discharging the debt hereby secured. Permission is hereby given to party of the first part so long as no default exists hereunder, to collect such rents, profits and income for use in accordance with the provisions of the Regulatory Agreement;
 5. That upon default hereunder the holder of the note shall be entitled to the appointment of a receiver by any court having jurisdiction, without notice, to take possession and protect the property described herein and operate same and collect the rents, profits and income therefrom;
 6. That at the option of the party of the first part the principal balance secured hereby may be reamortized on terms acceptable to the Federal Housing Commissioner if a partial prepayment results from an award in condemnation in accordance with provisions of paragraph 8 herein, or from an insurance payment made in accordance with provisions of paragraph 7 herein, where there is a resulting loss of project income;
 7. That the party of the first part will keep the improvements now existing or hereafter erected on the deeded property insured against loss by fire and such other hazards, casualties, and contingencies, as may be stipulated by the Federal Housing Commissioner upon the insurance of the Deed of Trust and other hazards as may be required from time to time by the holder of the note and all such insurance shall be evidenced by standard fire and extended coverage insurance policy or policies, in amounts not less than necessary to comply with the applicable coinsurance clause percentage, but in no event shall the amounts of coverage be less than eighty per centum (80%) of the insurable values or not less than the unpaid balance of the insured Deed of Trust, whichever is the lesser, and in default thereof the holder of the note shall have the right to effect insurance. Such policies shall be endorsed with standard Mortgagee clause with loss payable to the holder of the note and the Federal Housing Commissioner as interest may appear, and shall be deposited with the holder of the note;
- That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinabove provided, the amounts paid by any insurance company in pursuance of the contract of insurance to the extent of the indebtedness then remaining unpaid, shall be paid to the holder of the note, and, at its option, may be applied to the debt or released for the repairing or rebuilding of the premises;

8. That all awards of damages in connection with any condemnation for public use of or injury to any of said property are hereby assigned and shall be paid to the holder of the note, who may apply the same to payment of the installments last due under said note, and the holder of the note is hereby authorized, in the name of party of the first part, to execute and deliver valid acquittances thereof and to appeal from any such award;

9. That, together with and in addition to the monthly payments of interest or of principal and interest payable under the terms of the note secured hereby, it will pay to the holder of the said note, on the first day of each month after the date hereof, until the said note is fully paid, the following sums:

(a) An amount sufficient to provide the holder of the note with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly service charge, if they are held by the Federal Housing Commissioner, as follows:

- (i) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder of the note one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder of the note with funds to pay such premium to the Federal Housing Commissioner pursuant to the National Housing Act, as amended, and applicable Regulations thereunder, or
- (ii) Beginning with the first day of the month following an assignment of this instrument and the note secured hereby to the Commissioner, a monthly service charge which shall be an amount equal to one-twelfth ($\frac{1}{12}$) of one-half ($\frac{1}{2}$) per centum of the average outstanding principal balance due, on the note computed for each successive year beginning with the first of the month following such assignment, without taking into account delinquencies or prepayments.

- (b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other property insurance covering the premises covered hereby, plus water rates, taxes and assessments next due on the premises covered hereby (all as estimated by the holder of the note) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, water rates, taxes and assessments will become delinquent, such sums to be held by the holder of the note in trust to pay said ground rents, premiums, water rates, taxes, and special assessments.
- (c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid each month in a single payment to be applied by the holder of the note to the following items in the order set forth:
- (I) premium charges under the Contract of Insurance with the Federal Housing Commissioner or service charge;
 - (II) ground rents, taxes, special assessments, water rates, property insurance premiums;
 - (III) interest on the note secured hereby;
 - (IV) amortization of the principal of said note.

10. Any excess funds accumulated under (b) of the preceding paragraph remaining after payment of the items therein mentioned, shall be credited to subsequent monthly payments of the same nature required thereunder; but if any such item shall exceed the estimate therefor the party of the first part shall without demand forthwith make good the deficiency. Failure to do so before the due date of such item shall be a default hereunder. In case of termination of the Contract of Mortgage Insurance by prepayment of the note and deed of trust in full, or otherwise (except as hereinafter provided), accumulations under (a) of the next preceding paragraph hereof not required to meet payments due under the Contract of Mortgage Insurance, shall be credited to the party of the first part. If the property is sold under foreclosure or is otherwise acquired by the holder of the note after default, any remaining balance of the accumulations under (b) of the next preceding paragraph shall be credited to the principal of the mortgage as of the date of commencement of foreclosure proceedings or as of the date the property is otherwise acquired; and accumulations under (a) thereof shall be likewise credited unless required to pay sums due the Federal Housing Commissioner under the Contract of Mortgage Insurance;

11. That it will pay all ground rents, taxes, assessments, water rates and other governmental or municipal charges before the same become delinquent or subject to penalties or interest and all fire and hazard insurance premiums and to the holder of the note sums required to meet mortgage insurance premiums, if provision therefor has not been made by payments under paragraph 9 (a) and (b) above; and in default thereof the holder of the note may pay the same. All such sums so paid and all other sums paid by the holder of the note to remedy any default hereunder shall be added to the principal of the debt secured hereby and shall bear interest from date of payment until paid at the rate specified in the note and shall be due and payable on demand;

12. To keep all buildings, fences, and other improvements now or hereafter erected on said land and premises in good order and repair and not to do or permit waste;

13. To pay all costs and expenses and attorney's fees (including continuation of abstract) of the Trustee and of the holder of the note secured hereby in case of any litigation involving this property or in presenting claim under any administration or other proceeding where proof of claim is required by law to be filed. In case any note or other account secured hereby is placed in the hands of an attorney for collection and be collected with or without suit, to pay all costs and expenses and a reasonable attorney's fee. Such expenses and fees as may be incurred in the protection of said land and premises and the maintenance and protection of this Trust, including the fees of any attorney employed by the holder of said note and/or the Trustee, for the collection of any or all of the indebtedness hereby secured or in any litigation or proceedings affecting said land and premises or foreclosure by Trustee's sale or court proceedings shall be paid on demand by the party of the first part; and shall be secured by this instrument and shall bear interest at the rate specified in the note until paid;

14. The irrevocable power to appoint a substitute trustee or trustees is hereby expressly granted to the holder of the note secured hereby, its successors and assigns, to be exercised at any time hereafter without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded a deed of appointment. The party of the first part for itself, its successors and assigns, and the Trustee or Trustees herein named, or that hereafter may be substituted hereunder, expressly waive notice of the exercise of this power and the giving of bond by any trustee, as well as any requirement for application to any court for the removal, appointment, or substitution of any trustee hereunder;

15. The said party of the first part will not demolish or remove any building now or hereafter erected on said land and premises, without the written consent of the Trustee. That if default shall be made in the payment of the principal sum mentioned in the note hereby secured or any installment thereof or the interest thereon, or of any part of either, the Trustee, either in person or by agent, shall be entitled to immediate possession of said land and premises and to receive and collect the rents, issues, and profits thereof, and if the party of the first part shall, after default and after demand for possession, remain in possession of said land and premises, the party of the first part shall be a tenant at will thereof of the Trustee and shall at once surrender possession on demand of the Trustee, who may thereupon enter and take possession and collect the rents, issues, and profits of said land and premises and apply them, less five per centum (5%) thereof to be reserved for commission, in payment of the expenses incurred in obtaining possession and toward the repairs and insurance of said land and premises, and the payment of taxes and assessments thereon, and in redemption from sales therefor and of the indebtedness secured hereby. And it is hereby covenanted, understood, and agreed that the assignment of said rents, and the collection and application of the same as herein made and authorized, shall in no manner be taken or held to interfere with or abridge the power of sale and disposition granted to the Trustee hereunder for any of the defaults mentioned herein, nor shall the said assignment of rents and the collection and application of the same, as herein made and authorized, in any manner, at law or in equity, discharge or relieve the party of the first part, its successors and assigns, from the full payment of the balance of the indebtedness secured by this Deed of Trust in strict accordance with the terms hereof and of the note hereby secured;

16. The Trustee may act hereunder and may sell and convey said land and premises under the power granted by this instrument, although the Trustee has been, may now be, and may hereafter be, attorney or agent of the holder of the note secured hereby in respect to the loan made by the holder of said note evidenced by the note or this Deed of Trust, or in respect to any matter or business whatsoever. The holder of the said note may bid and become the purchaser at any sale under this Deed of Trust;

17. That the improvements about to be made upon the premises above described and all plans and specifications comply with all municipal ordinances and regulations made or promulgated by lawful authority, and that the same will upon completion comply with all such municipal ordinances and with the rules of the applicable fire rating or inspection organization, bureau, association or office;

18. That the party of the first part will not voluntarily create or permit to be created against the property subject to this Deed of Trust any lien or liens inferior or superior to the lien of this Deed of Trust and further that it will keep and maintain the same free from the claims of all persons supplying labor or materials which will enter into the construction of any and all buildings now being erected or to be erected on said premises;

19. That in the event of default in making any monthly payment provided for herein or in the note secured hereby, and if such default is not made good prior to the due date of the next such installment, or in the event of a breach of any other covenants contained in this Deed of Trust, then at the option of the holder, the entire indebtedness hereby secured shall become due, payable, and collectable then and thereafter as the holder of the said note may elect, regardless of the date of maturity;

20. Any notice, demand, or request required or permitted hereunder to be given to the party of the first part shall be sufficiently given if in writing and either (a) sent to the owner of the land and premises last appearing on the records of the holder of the said note by registered first-class mail, postage prepaid, at the address last appearing on said records; or (b) delivered to or served upon an officer of the owner or at the site of the mortgaged property, upon the superintendent or assistant superintendent of the owner, or upon a person performing the functions of superintendent or assistant superintendent;

21. Party of the first part covenants and agrees that so long as this Deed of Trust and the said note secured hereby are insured or held under the provisions of the National Housing Act, it will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed;

22. That this Deed of Trust and the note secured hereby were executed and delivered to secure moneys advanced or to be advanced and to be used in the construction of certain improvements on the lands herein described, in accordance with a building loan agreement between the party of the first part and The Riggs National Bank of Washington, D. C.

dated June 24, 1971, which building loan agreement (except such part or parts thereof as may be inconsistent herewith) is incorporated herein by reference to the same extent and effect as if fully set forth and made a part of this Deed of Trust, which said building loan agreement the party of the first part hereby covenants to perform; and if the construction of the improvements to be made pursuant to said building loan agreement shall not be carried on with reasonable diligence, or shall be discontinued at any time for any reason other than strikes or lockouts, the Trustee, at the written request of the holder of the note secured hereby, after due notice to the party of the first part, or any subsequent owner, is hereby invested with full and complete authority to enter upon the said premises, employ watchmen to protect such improvements from depredation or injury, and to preserve and protect the personal property therein, and to continue any and all outstanding contracts for the erection and completion of said building or buildings, to make and enter into contracts and obligations wherever necessary, either in its own name as Trustee hereunder or in the name of the party of the first part, or other owner, and to pay and discharge all debts, obligations, and liabilities incurred thereby. All such sums so advanced by the Trustee or the holder of the note secured hereby (exclusive of advances of the principal of the indebtedness secured hereby) shall be added to the principal of the indebtedness secured hereby and shall be secured by this Deed of Trust, and shall be due and payable on demand with interest at the rate specified in the note, but no such advances

shall be insured unless same are specifically approved by the Federal Housing Commissioner prior to the making thereof. The principal sum, with interest and other charges provided for herein shall, at the option of the holder of said note or holder of this Deed of Trust and the note secured hereby, become due and payable on the failure of the party of the first part, or owner, to keep and perform any of the covenants, conditions, and agreements of said building loan agreement. This covenant shall be terminated upon the completion of the improvements to the satisfaction of the holder of the note secured hereby and the making of the final advance as provided in said building loan agreement;

23. Notice of the exercise of any option granted herein to the holder of the note secured hereby, or in said note, is not required to be given, the party of the first part hereby waiving any such notice;

24. And the said party of the first part covenants that it will warrant generally the property hereby conveyed and will execute such further assurances of said land as may be requisite for vesting title in the Trustee or trustee acting hereunder for the time being in and upon the same trusts herein declared;

25. Whenever in this Deed of Trust reference is made to the Trustee it shall be held and construed to mean the Trustee for the time being whether original or successor or successors in the trust;

26. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto and to any substitute Trustee. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

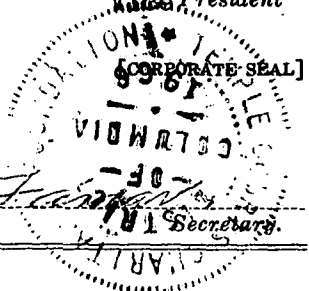
IN TESTIMONY WHEREOF, on the day and year first hereinabove written, the said party hereto of the first part, has caused these presents to be signed in its corporate name by HENRY A. DOVE, its Vice President, attested by GEORGE A. FARRAR, its Secretary, and its corporate seal to be hereunto affixed, and does hereby constitute and appoint HENRY A. DOVE and lawful attorney-in-fact, for it and in its name to acknowledge and deliver these presents as its act and deed. Signed, sealed, and delivered in the presence of

TEMPLE COURTS CHARITABLE FOUNDATION

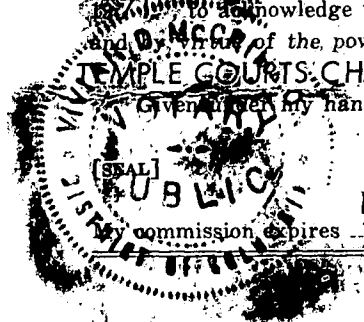
By Henry A. Dove
HENRY A. DOVE Vice President

ATTEST:

George A. Farrar
GEORGE A. FARRAR Secretary



DISTRICT OF COLUMBIA, to wit: I, VIVIAN D. MCCRIMMON, a Notary Public in and for the District aforesaid, do hereby certify that HENRY A. DOVE, who is personally well known to me to be the person named as attorney-in-fact in the foregoing and annexed deed, dated the 24th day of June, 1971, to acknowledge the same, personally appeared before me in the District aforesaid, and as attorney-in-fact as aforesaid and of the power and authority in him vested by the aforesaid deed, acknowledged the same to be the act and deed of TEMPLE COURTS CHARITABLE FOUNDATION, the corporation grantor therein, and delivered the same as such. Given under my hand and official seal this 24th day of June, 1971.



My Commission Expires Jan. 31, 1976 Vivian D. McCrimmon Notary Public, D.C.

JUN-24-71 3 615 43 F 12066

DISTRICT OF COLUMBIA
Deed of Trust

TEMPLE COURTS CHARITABLE FOUNDATION

2066

TO

NATIONAL SAVING AND TRUST COMPANY
OF WASHINGTON, D. C.

Trustees.

Received for Record on the day

of , A.D. 19

at o'clock M., and recorded in

over No. 13230 at folio 45, one of

the land records of the District of Columbia;

and examined by

John S. [Signature]

Recorder

U.S. GOVERNMENT PRINTING OFFICE: 1962-O-663876

After Recording original to
2nd J. [Signature] 17011 Bank
1503-Per. acc. N. 100
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JUN 24 3 11 PM '71